



# Plattsburgh, New York

Randal J. Stone  
Fire Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
Tel: 518-561-5965  
Fax: 518-561-8236  
stoner@cityofplattsburgh-ny.gov

## MEMO

**TO:** Mayor James Calnon  
Members of the Common Council

**FROM:** Fire Chief, Randal Stone

**DATE:** February 5, 2015

**RE:** Fire and Ambulance Responses

For this two week period: Thursday, January 22, 2014 to Wednesday, February 4, 2015  
our Department has responded to the following:

### Fire Calls

42

- 1 excessive heat/scorch burns
- 11 system activations
- 4 EMS assist
- 15 MVA
- 2 smoke/odor removal
- 1 machine fire
- 1 removal of victim from stalled elevator
- 1 chimney/flue fire
- 1 CO detector activation
- 1 electrical wiring/equipment problem
- 1 dispatched cancelled enroute
- 1 public service
- 2 service call

**Ambulance Calls** 107

**Mutual Aid by CVPH** 19



# 2015 COMPLAINTS

Tuesday, February 03, 2015

8:44:14 AM

DATE RECEIVED	COMPLAINT NT #	COMPLAINER	STREET #	STREET ADDRESS	PROPERTY OWNER	DESCRIPTION OF COMPLAINT	INSPECTION DATE	INSPECTION REPORT	CORRECTION
01/5/2015	001-2015	ANON	7	NORTH STREET	MALPASS	COUCH OUT NEAR ROAD	1/16/15	verified & gave notice	ordered dpw pick up
01/5/2015	002-2015	DEFOE	506 2	SO.CATHERINE ST.	KEL PROPERTIES	SHEETROCK IN HALLWAY, FIRE HAZARD	1/8/15	valid permit-not a fire hazard or restricting egress	n/a
01/6/2015	003-2015	MONETTE	19	DRAPER AVENUE	DICROCE	GARBAGE CONTAINERS CONTINUE FRONT OF PROP.			
01/6/2015	004-2015	MONETTE	129	BROAD STREET	MOUNTAIN HARBOUR PROP.	GARBAGE CONTAINERS CONTINUE, GARBAGE ALL OVER, 3 FLOOR OCCUPIED?	1/20,1/21	GARBAGE, 3RD FLOOR ALLOWED TENANTS	LTR.SENT 1/22/15
01/6/2015	005-2015	LECLAIR	2	TYRELL AVE.	PHA	MOLD IN 2 BEDROOMS AND BATHROOM, HOUSING SAID NOTHING THEY CAN DO			
01/7/2015	006-2015	WOODS	134	MARGARET ST.#201	RANDY CARTER	MOLD ALL OVER FROM 2 HUGE LEAKS, OWNER NOT CLEANED. OPEN CEILING			
01/6/2015	007-2015	DEFOE	506 2	SO.CATHERINE ST.	KEL PROPERTIES	SHEETROCK IN HALLWAY, FIRE HAZARD	1/8/15	small amount of debris, not a violation	unfounded (n/a)

DATE RECEIVED	COMPLAINT #	COMPLAINANT	STREET #	STREET ADDRESS	PROPERTY OWNER	DESCRIPTION OF COMPLAINT	INSPECTION DATE	INSPECTION REPORT	CORRECTION
01/8/2015	008-2015	DOWDLE	135	BROAD ST.		PARKING ON LAWN		ON HOLD (NEW LAW)	
01/8/2015	008-2015	DOWDLE	182	RUGAR ST		PARKING ON LAWN		ON HOLD (NEW LAW)	
01/9/2015	009-2015	PRIMARD	94	MILLER ST	R&T ESTATES PROPERTIES LLC	GARBAGE IN BAGS ON PROPERTY	1/9/15	PILE OF GARBAGE BAGS BACK YARD	OWNER CORRECTED
1/9/2015	010-2015	PRIMARD	90	MILLER ST	ESTATE OF WAYNE YOUNG	GARBAGE BAGS IN FRONT YARD (VACANT HOUSE)	1/9/15	GARBAGE BAGS IN FRONT YARD	ORDER DPW PICK UP
1/14/2015	011-2015	LATINVILLE	143a	BRINKERHOFF ST	LATINVILLE, JAMES	GARBAGE ALL OVER APARTMENT	1/20/15	APARTMENT TRASHED	OWNER CORRECTED
1/15/2015	012-2015	DURKIN	6	FLAGLAR DR.	CHAMPAGNE, PAUL	CHIMNEY SMOKE INDOOR NUISANCE	1/16/15	CHIMNEY CONST. 1980	UNFOUNDED
1/21/2015	013-2015	HERVEY	39	BROAD STREET	CHANDLER & VANHERPE	SIDEWALKS ICY ALL ALONG, SON FELL HAD 7 STITCHES.	1/22/15	ICE COVERED W/SAND	CORRECTED
1/21/2015	014-2015	SMITH	79	MONTCALM AVE.	STEPHANIE & GARY DUQUETTE	DUQUETTES BUILD FENCE ATTACHED TO THEIR BLDG & CLOSE TO THEIR BUILDING	1/22/15	FENCE ON PROPERTY OF 79 MONTCALM	NO VIOLATIONS
1/21/2015	015-2015	DEGRANDPRE	46	COUCH ST.	SCOTT DUBLANYK	ICY SIDEWALKS	1/22/15	ICE ON SIDEWALKS	NOTICE SENT
1/21/2015	016-2015	DEGRANDPRE	48	COUCH ST.	JAMES LATINVILLE	ICY SIDEWALKS	1/22/15	ICE ON SIDEWALKS	NOTICE SENT
1/21/2015	017-2015	DEGRANDPRE	64	COUCH ST.		ICY SIDEWALKS			
1/22/2015	018-2015	DPW		GOLD ST.		REFRIGERATOR	1/23/15	#16 UNDER RENOVATION	FRIG NOW STORED

DATE RECEIVED	COMPLAINT NT #	COMPLAINANT	STREET #	STREET ADDRESS	PROPERTY OWNER	DESCRIPTION OF COMPLAINT	INSPECTION DATE	INSPECTION REPORT	CORRECTION
1/22/2015	019-2015	MRS. LUCAS	8	STETSON	SLOANE PULCI	GARBAGE OUT FRONT 2 WEEKS	1/23/15	VIOLATION LETTER SENT	GARB.PICKED UP
1/6/2015	005A-15	MAYOR		TIFFANY WAY	TERRY MERON	ICY/SLUSHY SIDEWALKS	1/6/15	ICY ON LYNDE, NO.CATH.	LTR. SENT 1/7/15
1/29/2015	020-2015	ED CAHIL	24	OAK ST.	VALCOUR HOLDING	CHEECHAKO TACO GARBAGE PILED UP	1/29/15	TRASH BILL NOT PAID, SETTLED	GARBAGE PICKED UP
1/23/2015	021-2015	PEG HOLLAND	14	PALMER ST.	ROBERT LAFOUNTAIN	ICE ON SIDEWALK	1/26/15	OWNER HAS ILLNESS, SENT APP FOR HELP	OWNER SANDED
1/27/2015	022-2015	MILD	67	BRINKERHOFF ST.	NABIH REAL ESTATE	BURNT ELECTRIC LUGS IN METER, POSTED.	1/29/15	BURNT LUGS	30 DAY TO CORRECT



**Plattsburgh Police Department**

45 Pine Street

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

January 21, 2015

Mayor James E. Calnon  
And Members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Dear Mayor and Council Members;

Attached please find the monthly report of the Parking Violations Bureau for November 2014.

Respectfully Submitted,

Chief Desmond J. Racicot  
Plattsburgh Police Department

HLS

## PARKING VIOLATIONS BUREAU

### Monthly Report for Nov 2014

	<u>Nov 2014</u>	<u>Nov 2013</u>
TICKETS ISSUED:	414	126
TICKETS COLLECTED:	310	106
REVENUE FOR MONTH:	\$8,519.00	\$1,886.00

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### YEAR TO DATE TOTALS:

	<u>Nov 2014</u>	<u>Nov 2013</u>
TICKETS ISSUED:	2856	1185
TICKETS COLLECTED:	2426	1072
REVENUE:	\$60,785.49	\$33,211.75

COMPARISON:      Parking tickets issued for Nov. 2014: UP 288  
                      Parking tickets collected for Nov. 2014:UP 204  
                      Revenue for Nov. 2014: UP \$6,633.00  
                      Amount Dismissed: \$658.25

BREAKDOWN FOR *Nov.* September 2014

CITY OF PLATTSBURGH PARKING TICKET SYSTEM

11/30/2014

SUMMARY OF PARKING TICKETS - BY OFFICER

VL --DESCRIPTION--	MANUAL-MTD	MANUAL-YTD	HH-MTD	HH-YTD	-VALUE-MTD-	-VALUE-YTD-
1 HANDICAP	0	13	1	36	75	5466
2 NO PARKING	0	7	78	377	1303.5	8297.75
3 OVERTIME 10 MIN	0	2	4	49	60	1366.5
4 OVERTIME 30 MIN	0	0	25	131	422.25	3144
5 OVERTIME 2 HRS	0	0	55	618	951.75	14317.75
6 NO STAND/STOP	0	0	0	1	0	26.25
7 FIRE HYDRANT	0	0	4	16	200	800
8 FIRE LANE	0	0	2	7	100	350
10 BLOCKING SIDEWALK	1	2	39	71	648	2645.25
11 LEFT WHEEL CURB	0	0	1	12	50	594
12 BLOCKING XWALK	0	0	1	4	18	83
13 BLOCK DRIVEWAY	1	2	0	9	20.25	592.5
15 DOUBLE PARK	0	0	1	1	0	0
16 TOO CLOSE INTERSE	0	0	0	1	0	35
18 OBST. LANE	0	0	7	10	267	738
19 TAXI ONLY	5	9	10	63	249	1967.25
20 BUS STOP	0	0	0	1	0	35
22 WRONG WAY	0	0	0	1	0	42
23 EMPLOYEE PERMIT	0	0	0	1	0	76
24 PARKING BAN	0	0	0	1	0	35
25 UNINSPECTED	0	0	38	214	1517	11423
26 OVERTIME PARKING	0	0	8	51	145.5	1752.5
40 UNREGISTERED	0	0	4	58	200	2850
41 DOUBLE PARK	0	9	0	0	0	193.25
42 NO PARKING	0	18	0	23	90.00	903.00
43 NO STANDING	0	0	0	0	0.00	0.00

44 SIDEWALK	0	9	0	0	0.00	193.25
46 CROSSWALK	0	3	0	0	0.00	45.75
47 ZONE/CURB	1	1	1	1	55.50	55.50
52 HIGHWAY	0	1	0	0	0.00	231.00
53 RDW/ROW	0	1	0	0	0.00	18.75
54 DRIVEWAY/BLOCK	0	3	0	0	0.00	85.50
55 TAXI ZONE	0	45	5	9	85.50	1,620.00
57 CROSSWALK 20'	0	1	0	0	0.00	15.00
60 OBST. SIDEWALK	0	0	1	1	15.00	15.00
62 FIRE HYDRANT	0	2	0	2	0.00	335.75
64 WWY2WAY	1	14	26	75	444.00	2,103.75
65 WWY1WAY	0	0	1	1	17.25	17.25
67 ANGLE	0	0	0	2	0.00	30.00
68 OVERLINE	0	0	6	39	100.50	1,054.25
69 OVERTIME 10 MIN	0	0	0	1	0.00	15.00
70 OVERTIME 30 MIN	0	0	0	0	0.00	0.00
71 OVERTIME 1 HR	0	0	22	187	399.75	4,195.95
72 OVERTIME 2 HR	0	1	0	52	0.00	2,886.75
73 OVERTIME 4 HR	0	0	0	0	0.00	0.00
78 TIME LOADING	0	0	0	0	0.00	0.00
79 EMERGENCY	0	0	0	0	0.00	0.00
80 FIRELANE	0	0	0	2	0.00	100.00
81 HANDICAP	0	2	0	11	0.00	1,062.00
82 TRAILER	0	0	0	6	0.00	333.00
86 SNOW BAN	0	124	7	141	245.00	23,052.88
87 LIM SNOW BAN	0	0	27	44	945.00	2,617.00
88 UNINSPECTED	0	0	0	4	0.00	200.00
89 UNREG MV	0	0	0	0	0.00	0.00
90 NO PARKING EVEN	0	0	4	17	60.00	295.50
91 NO PARKING ODD	0	2	4	30	62.25	770.25
92 NO PARK 7AM-5PM	0	0	2	15	45.75	393.00
95 20' INTERSECTION	0	0	0	0	0.00	0.00
98 12" CURB	0	0	1	10	19.50	213.00
99 12" CURB 1 WAY	0	0	0	4	0.00	210.00



101 FACING WRONG2W	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	0	0.00	0.00
Other	0	0	20	149	0.00	0.00
TOTALS:	9	283	405	2586	8,722.25	98,725.83

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH	=	254	414
TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR	=	254	2869

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY	= 16.93%	2.17 %
PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS	= 83.	97.83 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY	= 16.93%	9.86 %
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS	= 83.07.	90.14 %



**Plattsburgh Police Department**

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**Plattsburgh, New York**

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DESMOND J. RACICOT  
Chief of Police

January 21, 2015

Mayor James E. Calnon  
And Members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Dear Mayor and Council Members;

Attached please find the monthly report of the Parking Violations Bureau for December 2014.

Respectfully Submitted,

Chief Desmond J. Racicot  
Plattsburgh Police Department

HLS

## PARKING VIOLATIONS BUREAU

### Monthly Report for Dec 2014

	<u>Dec 2014</u>	<u>Dec 2013</u>
TICKETS ISSUED:	287	194
TICKETS COLLECTED:	267	135
REVENUE FOR MONTH:	\$8,467.00	\$4,110.50

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### YEAR TO DATE TOTALS:

	<u>Dec 2014</u>	<u>Dec 2013</u>
TICKETS ISSUED:	3143	1379
TICKETS COLLECTED:	2693	1207
REVENUE:	\$69,252.49	\$37,322.25
COMPARISON:	Parking tickets issued for Dec. 2014: UP 87 Parking tickets collected for Dec. 2014:UP 132 Revenue for Dec. 2014: UP \$4,356.50 Amount Dismissed: \$1,092.25	

BREAKDOWN FOR *De* September 2014

CITY OF PLATTSBURGH PARKING TICKET SYSTEM

12/31/2014

SUMMARY OF PARKING TICKETS - BY OFFICER

VL --DESCRIPTION--	MANUAL-MTD	MANUAL-YTD	HH-MTD	HH-YTD	-VALUE-MTD-	-VALUE-YTD-
1 HANDICAP	0	13	2	38	258	6030
2 NO PARKING	0	7	41	418	864	10177.5
3 OVERTIME 10 MIN	0	2	2	51	62.25	1503
4 OVERTIME 30 MIN	0	0	3	134	45	3474.75
5 OVERTIME 2 HRS	0	0	26	644	463.5	16025.25
6 NO STAND/STOP	0	0	0	1	0	26.25
7 FIRE HYDRANT	0	0	4	20	200	1000
8 FIRE LANE	0	0	0	7	0	761
10 BLOCKING SIDEWALK	0	2	13	84	141.75	2962
11 LEFT WHEEL CURB	0	0	0	12	0	630
12 BLOCKING XWALK	0	0	1	5	24	107
13 BLOCK DRIVEWAY	0	2	3	12	45	697
15 DOUBLE PARK	0	0	0	1	0	0
16 TOO CLOSE INTERSE	0	0	0	1	0	35
18 OBST. LANE	0	0	1	11	35	903
19 TAXI ONLY	6	15	4	67	201.75	2330.5
20 BUS STOP	0	0	0	1	0	35
22 WRONG WAY	0	0	0	1	0	42
23 EMPLOYEE PERMIT	0	0	0	1	0	76
24 PARKING BAN	0	0	0	1	0	35
25 UNINSPECTED	0	0	53	267	2242	15036
26 OVERTIME PARKING	0	0	1	52	27.75	2297.75
40 UNREGISTERED	0	0	11	69	550	3400
41 DOUBLE PARK	0	9	0	0	0	193.25
42 NO PARKING	* 0	18	0	23	90.00	903.00
43 NO STANDING	0	0	0	0	0.00	0.00

44 SIDEWALK	0	9	0	0	0	0.00	193.25
45 INTERSECTION	1	1	0	0	0	24.00	24.00
46 CROSSWALK	0	3	0	0	0	0.00	45.75
47 ZONE/CURB	0	1	0	0	1	0.00	76.50
52 HIGHWAY	0	1	0	0	0	0.00	256.50
53 RDW/ROW	0	1	0	0	0	0.00	18.75
54 DRIVEWAY/BLOCK	0	3	0	0	0	0.00	85.50
55 TAXI ZONE	0	45	1	1	10	25.50	1,722.00
57 CROSSWALK 20'	0	1	0	0	0	0.00	15.00
60 OBST. SIDEWALK	0	0	0	0	1	0.00	15.00
62 FIRE HYDRANT	0	2	0	0	2	0.00	361.25
64 WWY2WAY	2	16	7	7	82	178.50	2,702.25
65 WWY1WAY	0	0	0	0	1	0.00	37.50
67 ANGLE	0	0	0	0	2	0.00	30.00
68 OVERLINE	0	0	3	3	42	45.00	1,177.25
69 OVERTIME 10 MIN	0	0	0	0	1	0.00	15.00
70 OVERTIME 30 MIN	0	0	0	0	0	0.00	0.00
71 OVERTIME 1 HR	0	0	8	8	195	141.00	4,885.20
72 OVERTIME 2 HR	0	1	0	0	52	0.00	3,090.75
73 OVERTIME 4 HR	0	0	0	0	0	0.00	0.00
78 TIME LOADING	0	0	0	0	0	0.00	0.00
79 EMERGENCY	0	0	0	0	0	0.00	0.00
80 FIRELANE	0	0	0	0	2	0.00	100.00
81 HANDICAP	0	2	0	0	11	0.00	1,062.00
82 TRAILER	0	0	0	0	6	0.00	367.00
86 SNOW BAN	16	140	10	151	151	1,115.50	25,557.38
87 LIM SNOW BAN	0	0	25	69	69	1,188.50	4,431.50
88 UNINSPECTED	0	0	0	4	4	0.00	200.00
89 UNREG MV	0	0	0	0	0	0.00	0.00
90 NO PARKING EVEN	0	0	4	21	21	60.00	355.50
91 NO PARKING ODD	0	2	2	32	32	30.75	849.00
92 NO PARK 7AM-5PM	0	0	2	17	17	30.00	525.00
95 20' INTERSECTION	0	0	0	0	0	0.00	0.00
98 12" CURB	0	0	0	10	10	0.00	228.00

99 12"CURB 1 WAY	0	0	0	4	0.00	261.00
101 FACING WRONG2W	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	0	0.00	0.00
108 SNOW CPL 2AM-6AM	0	0	19	19	891.50	891.50
111 FRONT YARD	0	0	1	1	50.00	50.00
Other	0	0	15	164	0.00	0.00
TOTALS:	25	308	262	2848	8,940.25	117,137.33

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254  
TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 254 3156

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93% 8.71 %  
PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83. 91.29 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93% 9.76 %  
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 83.07 90.24 %

# **CITY OF PLATTSBURGH**

## **COMMON COUNCIL**

### **RULES FOR PUBLIC COMMENT**

1. The Public shall be allowed to speak only during the public comment period of the meeting.
2. Speakers must give their name, address and organization, if any.
3. Speakers must be recognized by the presiding officer.
4. Speakers must limit their remarks to 5 minutes.
5. Speakers may not yield any remaining time they may have to another speaker.
6. Council members, with the permission of the presiding officer, may ask questions of a speaker during or after his remarks, but only for the purpose of clarification or information.
7. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the presiding officer may require that the group(s) designate not more than two spokespersons and limit the total time for public comment to 10 minutes for each point of view or side of an issue.
8. All remarks shall be addressed to the council as a body and not to any member thereof.
9. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
10. Interested parties or their representatives may address the council at any time by written or electronic communications.
11. The Common Council may by majority voice vote grant more time to a speaker or a topic.
12. If a Common Council member objects to a ruling by the presiding officer, he shall raise his objection by a motion "appealing the ruling of the chair". If the motion passes, the ruling is over ruled.



**State of New York  
Department of State  
Committee on Open Government**

One Commerce Plaza  
99 Washington Ave.  
Albany, New York 12231  
(518) 474-2518  
Fax (518) 474-1927  
<http://www.dos.ny.gov/coog/>

January 8, 1997

Mr. Gerard Fishberg  
Cullen and Dykman  
Garden City Center  
100 Quentin Roosevelt Boulevard  
Garden City, NY 11530-4850

The staff of the Committee on Open Government is authorized to issue advisory opinions. The ensuing staff advisory opinion is based solely upon the information presented in your correspondence.

Dear Mr. Fishberg:

I have received your letter of December 5 in which you requested an opinion concerning the Open Meetings Law. Please accept my apologies for the delay in response.

According to your letter, you attended a meeting of the Levittown School District Board of Education on behalf of several residents of the District who asked you to represent them relative to matter of public interest. Anyone wishing to speak at the meeting was required "to list their name and address on a sign up sheet", and you signed your name and provided your office address in Garden City. You wrote, however, that when the Board president reached your name, he indicated that, pursuant to Board rules, you could not speak because you are not a resident. You objected, stating that you represented several residents and "opined that the denial of [your] right to speak was contrary to the Open Meetings Law." At that time, the Board president moved to enter into an executive session to discuss "potential litigation", and the motion was carried. Following the executive session, you were permitted to speak, but with the caveat that you would be given that privilege as an exception to the Board's rules and that your ability to do so would have no precedential effect.

In this regard, I offer the following comments.

First, although the Open Meetings Law clearly provides the public with the right "to observe the performance of public officials and attend and listen to the deliberations and decisions that go into the making of public policy" (see Open Meetings Law, §100), the Law is silent with respect to the issue of public participation. Consequently, if a public body does not want to answer questions or permit the public to speak or otherwise participate at its meetings, I do not believe that it would be obliged to do so. Nevertheless, a public body may choose to answer questions and permit public participation, and many do so. When a public body does permit the public to speak, I believe that it should do so based upon rules that treat members of the public equally.

While public bodies have the right to adopt rules to govern their own proceedings [see e.g., Education Law, §1709(1)], the courts have found in a variety of contexts that such rules must be reasonable. For example, although a board of education may "adopt by laws and rules for its government and operations", in a case in which a board's rules prohibited the use of tape recorders at its meetings, the Appellate Division found that the rule was unreasonable, stating that the authority to adopt rules "is not unbridled" and that "unreasonable rules will not be sanctioned" [see *Mitchell v. Garden City Union Free School District*, 113 AD 2d 924, 925 (1985)]. Similarly, if by rule, a public body chose to permit certain citizens to address it for ten minutes while permitting others to address it for three, or not at all, such a rule, in my view, would be unreasonable.

I note that §103 of the Open Meetings Law provides that meetings of public bodies are open to the "general public." As such, any member of the public, whether a resident of the District or of another jurisdiction, would have the same right to attend. That being so, I do not believe that a member of the public can be required to identify himself or herself by name or by residence in order to attend a meeting of a public body. Further, since any person can attend, I do not



believe that a public body could by rule limit the ability to speak to residents only. There are many instances in which people other than residents, such as those who may own commercial property or conduct business and who pay taxes within a given community, attend meetings and have a significant interest in the operation of a municipality or school district. Moreover, I believe that you served, in essence, as the residents' alter ego, and that precluding you from speaking would have been equivalent to prohibiting residents from speaking. In short, I do not believe that the Board could validly have prohibited you or anyone else from speaking at its meeting based upon residency.

Second, the provision in the Open Meetings Law that deals with litigation is §105(1)(d), which permits a public body to enter into an executive session to discuss "proposed, pending or current litigation". In construing the language quoted above, it has been held that:

"The purpose of paragraph d is 'to enable is to enable a public body to discuss pending litigation privately, without baring its strategy to its adversary through mandatory public meetings' (Matter of Concerned Citizens to Review Jefferson Val. Mall v. Town Bd. Of Town of Yorktown, 83 AD 2d 612, 613, 441 NYS 2d 292). The belief of the town's attorney that a decision adverse to petitioner 'would almost certainly lead to litigation' does not justify the conducting of this public business in an executive session. To accept this argument would be to accept the view that any public body could bar the public from its meetings simply by expressing the fear that litigation may result from actions taken therein. Such a view would be contrary to both the letter and the spirit of the exception" [Weatherwax v. Town of Stony Point, 97 AD 2d 840, 841 (1983)].

Based upon the foregoing, I believe that the exception is intended to permit a public body to discuss its litigation strategy behind closed doors, rather than issues that might eventually result in litigation. Since possible or "potential" litigation could be the subject or result of nearly any topic discussed by a public body, an executive session could not in my view be held to discuss an issue merely because there is a possibility of litigation.

Similarly, if the public is generally permitted to speak at meetings. I do not believe that public body could validly prohibit a person from speaking because of the possibility that he or she might at some point initiate litigation. That person's comments would divulge nothing concerning a public body's strategy in potential or eventual litigation.

In an effort to enhance compliance with and understanding of the Open Meetings Law, a copy of this opinion will be forwarded to the Board of Education.

I hope that I have been of assistance.

Sincerely,

Robert J. Freeman  
Executive Director

RJF:jrm

cc: Board of Education

OML-AO-o2696  
2696

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**Plattsburgh Police Department**

45 Pine Street

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

January 21, 2015

Mayor James E. Calnon  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for a Nuisance Animal Control Contract Agreement with James Burgess for the 2015 year. The total cost is the same as last year at \$25,000.00 and will be expensed from the Animal Control budget. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls

CITY OF PLATTSBURGH  
CONTRACT AGREEMENT  
FOR NUISANCE ANIMAL CONTROL

This Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between THE CITY OF PLATTSBURGH, New York, a municipal corporation with offices at City Hall, 41 City Hall Place, Plattsburgh, New York, hereinafter referred to as the "CITY" and James R. Burgess, an individual doing business as Nuisance Wildlife Control, at PO Box 426, Saranac Lake, New York 12983, hereinafter referred to as the "Contractor".

WITNESSETH, that the Contractor and the CITY for the considerations stated herein mutually agree as follows:

Article 1.      STATEMENT OF WORK

The Contractor is JAMES R BURGESS. This contract may not be assigned to another person without the City's written consent.

The contractor shall furnish all transportation, services, equipment and supplies necessary to perform the work. The work is described in exhibit A.

The contractor shall also provide the following insurances, licenses and certifications.

1. General Liability Insurance with the CITY as Names Insured for no less than \$1 million Dollars.
2. Proof of Workers Compensation Insurance Coverage for all employees, (if any).
3. For all vehicles used in the performance of the work, proof of automobile liability insurance coverage with limits of not less than 500,000/1,000,000.
4. A valid Nuisance Wildlife Control Officer license issued by the NYDEC.

Article 2.      THE CONTRACT PRICE

The CITY will pay the Contractor a lump sum price of Twenty Five Thousand Dollars (\$25,000.00) for the performance of the work during the year 2014. The contract price will be paid in monthly installments at the end of each month. Payment vouchers shall be submitted to the Police Department for approval and transmitted by the Police Department to the Chamberlain for payment.

Article 3. THE CONTRACT TERM

This contract shall commence on the 1st day of January 2015, and terminate on 31<sup>st</sup> day of December, 2015.

Article 4. STATUTORY COMPLIANCE

The Contractor shall comply with all applicable laws in the performance of the services, including the New York State Agriculture & Markets Law and City Code.

Article 5. TERMINATION

This contract may be terminated by either party on 30 days written notice to the other. If during the term of this contract, the Contractor fails to respond to three calls for service without just cause, the CITY may terminate the contract on 24 hours notice to the Contractor. The parties agree that if either of them has any concerns about the scope or manner of performing the services they will meet, discuss and attempt to resolve their concerns.

Article 6. JURISDICTION; WAIVER OF JURY TRIAL

Any action or legal proceeding arising out of this Agreement shall be heard in a court of competent jurisdiction in Clinton County, New York. Both parties waive the right to a trial by jury of any claim arising out of this contract.

Article 7. CONTRACTOR STATUS

The Contractor represents to the CITY that he is engaged in the business of animal control; that he has other clients for whom he provides such services; that he has and will supply all tools, equipment and supplies necessary to perform the work; that he is an independent contractor and the compensation paid to him will not be subject to tax or other withholding. The CITY acknowledges and agrees that the CITY will have no control or supervision over the means or methods the Contractor uses to perform the work except to insure that the Contractor is in compliance of the law.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seals and have executed this Agreement the day and year first above written.

ATTEST:

JAMES R. BURGESS  
(CONTRACTOR)

CITY OF PLATTSBURGH  
(OWNER)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

ATTACHMENT: EXHIBIT A; SCOPE OF SERVICES

## EXHIBIT A; SCOPE OF SERVICES

The Contractor shall provide the following services to the City of Plattsburgh and perform such incidental tasks as are necessary to accomplish the work.

- 1) Assisting the City of Plattsburgh Police Department by conducting investigations related to dogs running at large, habitually barking, causing damage, chasing or harassing a person, biting or causing physical injury to a person, being unlicensed, or whose owner fails to remove feces;
- 2) Assisting the City of Plattsburgh Police Department by apprehending and transporting dogs to a designated shelter;
- 3) Assisting the City of Plattsburgh Police Department with investigations related to any complaint alleging a vicious or dangerous dog;
- 4) Investigating and responding to nuisance wildlife complaints concerning nuisance species listed by NYDEC, such as skunks, wood chucks and raccoons. Nuisance wildlife, when possible, shall be trapped with a "have a heart" trap and relocated, but all means of capture and disposal shall comply with DEC laws and regulations.
- 5) Humane euthanization of severely injured animals and disposal of their carcasses according the New York State Health Department rules and guidelines.
- 6) The Contractor shall endeavor to respond to calls concerning sick or injured animals within 20 minutes.
- 7) Where a domesticated or wild animal does not appear to have sustained a life threatening injury, the Contractor shall: a) in the case of a domestic animal, contact the Police Department for authorization to obtain treatment at a veterinarian; b) in the case of a wild animal, transport the sick, injured or orphaned animal to a wild life rehabilitation center.
- 8) The Contractor shall not be responsible for paying the cost of animal shelter or veterinarian services; such costs to be invoiced and paid by the City of Plattsburgh.
- 9) The Contractor shall submit monthly reports in a form provided by the Police Department which will include information about complaints received, animals captured, euthanized, impounded, or transported for veterinary care.
- 10) Participation in court proceedings.



**Plattsburgh Police Department**  
45 Pine Street  
**Plattsburgh, New York**

518-563-3411  
518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

January 21, 2015

Mayor James E. Calnon  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for a Dog Control Contract Agreement for the 2015 year. The total cost is the same as last year at \$10,868.00 and will be expensed from the Animal Control budget. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls



January 12, 2015

Lt. Scott Beebie  
c/o Heather Silver  
45 Pine Street  
Plattsburgh, New York 12901

Dear Lt. Beebie,

The Elmore SPCA has updated its Dog Control Contract Agreement for the 2015 year. The contract reflects changes in the Ag and Markets law and clarifies some ambiguous language in previous contracts. Under Article III Dangerous Dogs, please note that a municipality is under no obligation to bring a dog deemed dangerous by a DCO to the Elmore SPCA. The law allows a municipality to utilize other appropriate placements.

If you have any questions, please feel free to contact Laurie Parsons, Board President, at [laurie@elmorespca.org](mailto:laurie@elmorespca.org) or call her at 572-6485.

Sincerely,

Carol M. Solari-Ruscoe  
Secretary, Elmore SPCA Board of Directors



**ELMORE SPCA, INC.  
P.O. BOX 686  
PERU, NY 12972**

**RECEIVED**  
1/14/15

## **DOG CONTROL CONTRACT AGREEMENT**

This agreement, made this January 2015, pursuant to the provisions of Article 7 Section 117 of the Agriculture and Markets Law, by and between CITY OF PLATTSBURGH, a municipal corporation having its principal office and place of business at 45 Pine Street, Plattsburgh, New York 12901, party of the first ("MUNICIPALITY"), and ELMORE SPCA, INC., a corporation in the State of New York, with office and place of business at 556 Telegraph Road, Peru, Clinton County, New York, party of the second part.

### **WITNESSETH:**

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law (hereinafter LAW), Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of ELMORE SPCA to perform such services as required in Article 7 of the LAW for the redemption period specified; and

WHEREAS, ELMORE SPCA maintains a shelter for animals brought to it from residents and/or dog control officers of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

### **ARTICLE I**

1. ELMORE SPCA, will provide and maintain a shelter for seized dogs; under Article 7, Section 117, Division 1, Subsections a, b, and c, excluding Subsection d – Section 123 which pertains to Dangerous Dogs (See Subsection d below in Article II). ELMORE SPCA will provide appropriate care for all dogs held in such shelter during the redemption period; and may make available for adoption, seized dogs not redeemed, as provided in Article 7 of Agriculture and Market Laws.
2. MUNICIPALITY agrees to deliver all such dogs to ELMORE SPCA, Inc. at 556 Telegraph Road, Peru, New York. The Dog Control Officer will have twenty-four hour access to the DCO room.
3. ELMORE SPCA will file and maintain complete records of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets, as well as any other records required by Article 7.
4. The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian before being brought to ELMORE SPCA for holding. During the redemption period, any emergent/life-threatening occurrence not evident upon seizure will be the responsibility of the MUNICIPALITY, with the exclusion of injury or sickness directly related to improper custodial care provided by ELMORE SPCA. The MUNICIPALITY when responsible for veterinary care will provide transportation for said animal, and communicate diagnosis and treatment to ELMORE SPCA, if deemed appropriate.

5. The MUNICIPALITY's officers will complete intake forms provided by the ELMORE SPCA, or by the MUNICIPALITY, for each animal brought to the ELMORE SPCA. The MUNICIPALITY will provide all known information regarding the animal, including name and contact information for the animal's owner, if known.
6. ELMORE SPCA will permit redemption by the lawful owners of seized dogs during its posted hours of operation, directly from the SPCA's location. The owner must present proof of compliance for licensure from MUNICIPALITY, current rabies certification, and pay appropriate redemption fees at the time of redemption.
7. ELMORE SPCA will remit all fees imposed by the MUNICIPALITY in carrying out the provisions of this contract to the town/city clerk of the MUNICIPALITY. It is the responsibility of the MUNICIPALITY to annually notify ELMORE SPCA, in writing, of redemption and licensing fees, or updates to fees and changes to local dog control law, as they become effective.

## ARTICLE II

When a dog is seized under Section 123 Dangerous Dog law, the MUNICIPALITY will pay fifteen dollars (\$15) per day for custodial care until final disposition from the courts. If a dog is ordered euthanized, the MUNICIPALITY will pay costs incurred. ELMORE SPCA shall assign the MUNICIPALITY any and all rights or claims it has against the owner for all costs incurred during confinement, as specified by this article, law, or court order. The MUNICIPALITY shall pay ELMORE SPCA within 30 days of remit date.


## ARTICLE III


1. This agreement shall commence on the 1<sup>st</sup> day of January 2015, and shall continue to and include the 31<sup>st</sup> of December 2015. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination.
2. ELMORE SPCA, will provide the aforementioned services in consideration for the payment by the MUNICIPALITY in the sum of \$10,868.00.
3. MUNICIPALITY agrees to pay the aforesaid sum within 30 days of remit of the agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR CORPORATE SEAL TO BE HERE UNTO AFFIXED AND THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS.

CITY OF PLATTSBURGH

ELMORE SPCA, INC.

BY: 

BY: 

Laurie Parsons, President

DATE: 01/15/2015

DATE: January 12, 2015

**Carlin, Beth**

---

**From:** mkdelisle7 <mkdelisle7@charter.net>  
**Sent:** Tuesday, January 27, 2015 3:12 PM  
**To:** Carlin, Beth  
**Subject:** Safari disc golf tournament

Hello my name is Michael Delisle Jr, president of the Adirondack Disc Golf Association, I am requesting a change of date for our tournament/event this summer. Our current date is July 18th which is a conflict with the NYS Championships. We would like to change our date to June 27th. JCEO, who we are partnering with has approved of this date change as well. Thank you in this matter.

Sent from my Verizon Wireless 4G LTE Smartphone

Agenda 2/05/15

**Carlin, Beth**

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**From:** Kathy Bishop <Bishop@JCEO.org>  
**Sent:** Tuesday, February 03, 2015 12:11 PM  
**To:** Carlin, Beth  
**Subject:** Quesitons

Hi Beth,

I would appreciate any assistance you could provide with the questions below!

As I had mentioned before JCEO's Community Action Angels' BackPack Program would like to conduct a Field Day Event in conjunction with the Adirondack Disc Golf Association's Tournament- "Change for Charity". Our event will take place after their kick off on June 27<sup>th</sup>. We were hoping to utilize Trinity Park for a field day event- games, food, ect.. I know that they have secured the location for their tournament. I just wanted to ensure that we are also scheduled to utilize the park for our event, which will run from 11:00 until 4:00. We would like to use food vendors and were wondering about having the road between the park and the book store closed, so that no through traffic can enter. Would this be possible?

We are also planning to have a Chinese Auction and I was wondering who I need to contact for permission to conduct a raffle in the City of Plattsburgh?

Respectfully,  
Kathy Bishop  
JCEO Development Specialist  
#518-561-6310



Hi Beth -

PLEASE ASK THE COUNCIL IF THE  
CHAMPLAIN VALLEY MORGAN HORSE ASSOC.  
CAN USE THE FARMER'S MARKET ON THE  
SATURDAY AFTER THEY CLOSE - OCT 17th.  
FOR A FLEA MARKET TO PROFIT THE ELMORE  
SPCA - A CERTIFICATE OF INSURANCE IS  
AVAILABLE -

THANK YOU - CONNIE FISHER  
562-0695

PLEASE CALL IF YOU HAVE ANY  
QUESTIONS -

02/5/15 Agenda



MUNICIPAL LIGHTING DEPARTMENT  
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.  
Manager

6 Miller Street  
Plattsburgh, New York 12901  
518-563-2200  
Fax: 518-563-6690

January 28, 2015

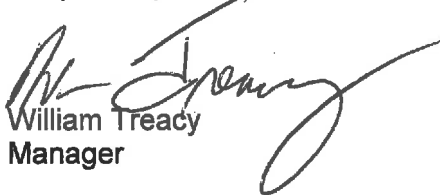
To: Mayor James Calnon

Subject: Proposal for Professional Architectural Services  
Roof Replacement Projects at PMLD Buildings 1 and 2 at Green Street and  
the 6 Miller Street Business Office.  
Proposal No 2015-2-2 Review and Award Recommendation

The Management of the Plattsburgh Municipal Lighting Department have reviewed and evaluated the three proposals received on January 23, 2015, for the above subject contract.

We recommend award to **AES Northeast, Plattsburgh, NY** in the total amount of **\$ 12,476.00**. The proposal bid is within the funding allotted for this project. If you have any questions, please contact me. Thank you for your attention to this matter.

Respectfully Submitted,

  
William Treacy  
Manager

Enclosure: (1)

CC: City Clerk  
Councilor Becky Kasper, PMLD Liaison  
Kelly Clookey, MLD Finance Director  
Proposal 2015-2-2 File



January 22, 2015

**Mr. Joel Chase**  
**Plattsburgh Municipal Lighting Dept.(PMLD)**  
**32 Green Street, Building 3**  
**Plattsburgh, NY 12901**

**RE: Proposal for Professional Architectural Services**  
**Roof Replacement Projects at PMLD Buildings 1, 2(Green St.) and 6 Miller St. Office**  
**AES No. P2015008**

Dear Joel,

Thank you for contacting AES Northeast for professional architectural services for this project. As requested, the following presents our proposal for professional design and construction project management services.

**BASIC SCOPE OF PROJECT:**

We propose to provide the services outlined below based on the following design parameters and basic scope:

Replace flat roofing systems on 6 Miller Street Office and two buildings at 32 Green St.(buildings 1 and 2) with insulated fully-adhered EPDM 30 year(warranty) roofing systems. The roof replacement will include complete removal of the existing roof systems, replacement of roof drains, curb and vent flashings. The design will include tapered insulation board with an average R value exceeding the NYS Energy Code minimum(R20 at drains). The design will also include all roof flashing for parapet walls, wall junctures and other flashings needed as well as copings for all perimeter walls. We will also specify access hatches, fixed ladders, etc. for accessing multiple level rooftops if feasible.

Building 3 on Green Street requires repairs and we will assess the repairs needed, provide a scope of work and oversee the repairs on behalf of PMLD.

**STANDARD SCOPE OF SERVICES SUMMARY:**

AES Northeast's professional services for traditional building projects are based on the American Institute of Architects (AIA) standard scope of services outlined in their standard agreements, which encompasses all the basic phases of a capital construction project, as follows. Our services include all disciplines required for the project including architectural design/engineering/drawings/specifications.

- A. Schematic Design and Design Development Phase: The first step usually involves the development of a program to establish the project scope, design parameters, etc. In this phase the preliminary drawings of the facility are developed. In addition, all major materials and systems are outlined including the roofing components. At the completion of this phase a preliminary estimate of the project costs is prepared. Also, asbestos testing needs to be performed to determine the extent of any asbestos containing materials.(asbestos testing and abatement design are excluded from our services)
- B. This phase typically involves meetings with client to review and modify the design.

★ **Schematic Design & Documentation Outline**

- Design Process and Disciplines Coordination
- Architectural Design and Documentation
- All CAD Drafting and Roof Survey
- Materials Research and Specifications
- Estimating Probable Construction Costs
- Design Meetings and Presentations with Client

★ **Design Development & Documentation Outline**

- Design Development – Design and Administration
  - Design Process and Disciplines Coordination
  - Architectural Design and Documentation
  - Materials Research and Specifications
  - Project Development Scheduling
  - Estimating Probable Construction Costs
  - Design Meetings and Presentations with Client
- Design Development – Content of Drawings
  - General Information Sheets
  - Roof Plans and Details

- C. Construction Documents Phase: During this phase, completely detailed drawings are prepared including, roof plans and details, as needed to convey the project scope for competitive bidding. In addition, detailed specifications (Project Manual) are drafted to accompany the construction drawings. All the major materials, systems, and products are specified. Bidding requirements are also drafted and incorporated in the Project Manual. Lastly, the estimate of the project costs is updated.

★ **Construction Documents Outline**

- Construction Drawings – Production Management
  - Disciplines Coordination and Document Checking
  - Architectural Design and Documentation
  - Project Development Scheduling
  - Estimating Probable Construction Costs
  - Design Meetings and Presentations with Client
- Construction Drawings – Content of Drawings
  - General Information Sheets
  - Roof Plans and Details
- Technical Specifications, Bidding Requirements, General Conditions, and Construction Contract Forms

- D. Bidding and Construction Phase: During this phase of the project, the architect will act as project manager and administer the bidding process and construction phase to assure PMLD completion of the project in accordance with the construction documents. This is the “quality assurance” phase of the project.

- Response to RFI's, preparation of addendums, conduct pre-bid meeting (if applicable), assist with bid opening, review bids, and recommend award.
- Prepare and administer construction contracts between the Owner and Contractor.
- Conduct and administer preconstruction meeting and periodic construction meetings; prepare and distribute meeting notes.



- Review technical "submittals" (product information and shop drawings) by contractors to assure compliance with the project specifications.
- Conduct periodic visits to the construction site to observe the work and verify compliance with the project specifications; check the quality of the work, and reject work that is not in compliance.
- Review and certify to the Owner, the contractor's applications for payment, based upon work completed.
- Provide all (telephone and email) technical support to the Owner and Contractors to resolve issues and progress the work.
- Conduct final reviews of the work and make a "Punchlist" (list of incomplete work items); publish and distribute list to Owner and Contractors to facilitate "closure" and completion of the project.
- Require contractor to submit record plans, payment affidavits, release of liens, warranties, and other documentation to assure proper "closeout of the project."

#### **EXCLUSIONS/ASSUMPTIONS:**

1. Asbestos surveys will be conducted by PMLD
2. Abatement design and abatement project monitoring are excluded
3. Excludes Green Street buildings 3 and 4. However, we will assist PMLD in scoping and overseeing the repairs needed for building 3 at no additional cost. We will not develop roof plans and details for building 3.
4. Ladders and equipment to access building rooftops will be provided by PMLD
5. Construction documents will be developed and construction will be managed as one project with one roofer for all 4 buildings, conducted simultaneously at one time.(not multiple projects)

#### **FEE PROPOSAL:**

For the aforementioned 4 buildings, we are pleased to submit a fee proposal in the amount of \$12,476 (twelve thousand four hundred seventy six Dollars) for the services described above plus standard reimbursables (prints, copies, mileage).

The following presents a breakdown of these services:

Schematic Design/Design Development	\$ 2108
Construction Documents (Final Plans & Specs)	\$ 4820
<u>Bidding and Construction Project Management Services</u>	<u>\$ 5548</u>
<b>Total for Professional Design &amp; Project Management Services</b>	<b>\$12,476</b>

Thank you again for the opportunity to submit a proposal for professional architectural and project management services and we hope to work on this project with PMLD. Please call if there are any questions or comments.

Sincerely,

David B. Whitford

Digitally signed by David B. Whitford  
DN: cn=David B. Whitford, o=AES Northeast PLLC,  
ou,email=davewhit@aesnortheast.com, c=US  
Date: 2015.01.22 17:48:14 -05'00'

David B. Whitford, RA



**Finch Network**  
Where community solutions take flight

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### CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is entered into as of December X, 2014, by and between the City of Plattsburgh (the "Client"), and Finch Network LLC (the "Consultant").

### RECITALS

1. Consultant has expertise in the area of the Client's business and is willing to provide consulting services to the Client.
2. The Client is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

### AGREEMENT

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Engagement.
  - a. The Client hereby engages Consultant to render, as an independent contractor, the consulting services described in Exhibit A hereto and such other services as may be agreed to in writing by the Client and Consultant from time to time.
  - b. Consultant hereby accepts the engagement to provide consulting services to the Client on the terms and conditions set forth herein.
2. Term. This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the parties, shall continue until the satisfactory completion of the services set forth in Exhibit A and goes until the Consolidated Funding applications are completed or August 1<sup>st</sup>, 2015. Company may terminate this Agreement upon 10 days written notice to Consultant.

3. Compensation.

- a. In consideration of the services to be performed by Consultant, the Client agrees to pay Consultant in the manner and at the rates set forth in Exhibit A. The Consultant will bill on a monthly basis and will not exceed \$720/week without written permission of either the Mayor or the Director of Community Development. When writing grant applications, the Consultant will provide an hourly estimate and gain approval for the project prior to commencing work.
- b. Out of pocket expenses incurred by Consultant that are authorized by the Client in advance in writing shall be reimbursed by the Client to Consultant.

4. Consultant's Business Activities.

- a. Consultant shall devote such time, attention and energy to the business and affairs of the Client as requested by the Client, and in any event no less than the amount of time specified in Exhibit A hereto.
- b. Consultant shall keep and provide upon request to the Client a log describing the work activities of the Consultant.

5. Representations and Warranties. Consultant represents and warrants

- a. that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Client,
- b. that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party,
- c. that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and
- d. that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

6. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral

agreements, representations or warranties between them respecting the subject matter hereof.

7. Amendment. This Agreement may be amended only by a writing signed by Consultant and by a representative of the Client duly authorized.
8. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
9. Agreement to Perform Necessary Acts. Consultant agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
10. Compliance with Law. In connection with her services rendered hereunder, Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.
11. Independent Contractor. Consultant's relationship with the Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant will not be entitled to any of the benefits that the Client may make available to its employees, including, but not limited to, group health, life insurance or other medical benefits, paid vacation, holidays or sick leave. Consultant will not be authorized to make any representation, contract or commitment on behalf of, or otherwise bind or act as agent for, the Client. Consultant will be solely responsible for obtaining any business or similar licenses required by any federal, state or local authority. In addition, Consultant will be solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. No part of Consultant's compensation will be subject to withholding by the Client for the payment of any social security, federal, state or any other employee payroll taxes. Consultant retains the discretion in performing the tasks assigned, within the scope of work specified.
12. Intellectual Property: The Consultant agrees that the Client will have exclusive ownership in all work product (the "Work Product") that the Consultant produces under this Agreement, including the Consultant's copyright interest in the Work Product, except for the work methods and

materials (the "Consultant's Materials") specified in Exhibit A. All Work Product must be original work by the Consultant or by its subcontractors and must not infringe the rights (including intellectual property rights) of any third party. The Consultant hereby grants the Client a perpetual, non-exclusive license to make copies and to modify the Consultant's Materials, without any additional payments, to the extent that the Consultant's Materials are incorporated in the Work Product or are reasonably necessary to use the Work Product.

13. Objectivity: All work undertaken by the Consultant shall be done in an objective and independent fashion. Results of analysis shall be based solely on the circumstances as the Consultant sees them as derived from research conducted by the Consultant or referenced third parties. If requested by the Client, the Consultant will explain and discuss her findings with the Client and other individuals and groups designated by the Client. Consultant's fees and expenses are not, accordingly, contingent upon predetermined or favorable findings.
14. Protection of Confidential Information: Consultant acknowledges that information may be provided throughout the term of this Agreement with internal documents about the Client programming not readily available to the public. All of which are confidential and proprietary. In recognition of the foregoing, Consultant covenants and agrees during the term of this Agreement and thereafter:
  - a. to keep secret all confidential matters of the Client and not disclose them to anyone outside of the Client, except with the Client's prior written consent;
  - b. to not make use of any of such confidential matters for her own purposes or the benefit of anyone other than the Client; and

In addition, Confidential Information shall not include information generated by the Consultant, unless the information is generated as a direct result of the performance of consulting services under this Agreement.

15. Return of Materials: The Consultant agrees to promptly return, following the termination of this Agreement or upon earlier request by the Client, any drawings, tracings, and written materials in the Consultant's possession and (a) supplied by the Client in conjunction with the Consultant's services under this Agreement; or (b) generated by the Consultant in the performance of services under this Agreement.

16. Disputes: Any question, matter, dispute or claim arising out of or relating to any of the provisions of this Agreement or any obligation between the parties of the breach thereof, which the Consultant and the Client have attempted but not been able to resolve within a reasonable period of time not to exceed thirty (30) days from the date of initial written notice of the dispute from one party to the other, shall be settled by arbitration in the State of New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award rendered in such arbitration shall be binding on the parties hereto and judgment upon the award may be entered by any court having jurisdiction hereof. The Consultant shall not withhold performance of any services and the Client shall not withhold any undisputed payments during the dispute resolution period.

17. Taxes. Consultant agrees to pay all appropriate local, state and federal taxes.

18. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

19. Miscellaneous:

- a. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives and assigns of the parties, as the case may be.
- b. The Client will not use the Consultant's name in any commercial advertisement or similar material used to promote or sell products, unless the Client obtains in advance the written consent of the Consultant. The Consultant also agrees that it will not use the name, logo or any other trademark of the Client without its express written consent.
- c. If any provision of this Agreement or any attachment hereto is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement or attachment, but rather the Agreement and/or any attachment shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable; provided, if and to the extent any invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been

modified so as to be valid and enforceable to the maximum extent permitted by law.

- d. This Agreement shall be governed by and construed under the laws of the State of New York.

In witness whereof, the parties signed their names on the dates in the year set forth below.

Representative of City of Plattsburgh:

By:

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Name:

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Title:

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Consultant:

Amy Bonn

## Exhibit A

### 1. Description of Services to be Rendered

The consultant will:

Work on/identify and supervise a consultant who will apply for the following grants:

- National Historic Trust (City Hall Renovations)
- National Park Service's American Battlefield Protection Program
- 2015 CFA for the Beach
- 2015 CFA for Durkee Street
- 2015 CFA Main Street Grant
- Waterfront Revitalization Funds
- AHC Grant
- HCR 2015 Housing grant (tbd)

### **Technical Assistance and Collaborations**

- CFA Workshop for Area Businesses and non-profits
- Main Street Workshop for Potential Applicants
- Weekly Grant Searches for other organizations
- Build Capacity of Lake City CDC
- Grant searches for the City and other projects as identified by the Mayor or the Director of Community Development
- Work with Saratoga and Associates on Visioning process
- Other projects as agreed on by the consultant and the Mayor and/or the Director of Community Development

### 2. Compensation

Work completed by the consultant will be billed at a rate of \$72/hr. and will not exceed \$720/week without permission via email from either the Director of Community Development or the Mayor. Other consultants affiliated with Finch who work on projects will be billed at an hourly rate that will be approved of by a City representative prior to commencing work.



**Editorial Policy**

Finch Network partners believe project collaboration is a beneficial process. This philosophy is reflected in how we work with clients to develop reports that are useful, accessible and meet funding requirements. We find client feedback during the revision process useful and enriching to the process and have developed guidelines so that we can capitalize on our clients' time and talents while adhering to an agreed upon budget and schedule.

**Report Outline**

Finch Network will share an outline of the report with client one month prior to the anticipated completion of the report. Clients have one week to comment on the outline.

**First Draft**

Suggested edits may be made either by using track changes in a Word document or written comments on a hard copy version of the report. All formatting and content suggestions should be made during this draft. All comments should be combined into one document and submitted to Finch Network within one week unless a different date is agreed upon in advance.

**Second Draft**

Clients should review the second draft clients to ensure that Finch Network has addressed all concerns noted in the first draft. Clients should send any suggested revisions to Finch Network in one document either using track changes or written comments on a hard copy of the report. Clients will have one week to review and comment on the second draft unless a different date is agreed upon in advance.

**Additional Revisions**

If a client requires further revision on material, Finch Network will bill hourly at the Additional Editing Rate specified in Exhibit A.

Finch Network partners are available to discuss any concerns or questions about the report at any point during the revision process.

Project	Jan	Feb	March	April	May	June	July
AHC-Stacey	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
AHC-Amy	\$ 360.00	\$ 360.00	\$ -	\$ -		\$ -	
Battlefield	\$ 864.00	\$ -	\$ -	\$ -		\$ -	
National Park	\$ 720.00	\$ 864.00	\$ 864.00	\$ -		\$ -	
CFA Main Street	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
*CFA Durkee	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 2,160.00	\$ 2,520.00
*CFA Beach	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 2,160.00	\$ 2,520.00
Grant Searches	\$ 288.00	\$ 288.00	\$ 288.00	\$ 288.00	\$ 288.00	\$ 288.00	\$ 288.00
Technical Assistance	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00
CFA Workshop	\$ 72.00	\$ 72.00	\$ 72.00	\$ 216.00	\$ -	\$ -	\$ -
	\$ 3,384.00	\$ 7,664.00	\$ 2,304.00	\$ -	\$ 1,368.00	\$ 4,968.00	\$ 5,688.00
<b>Total</b>	<b>\$ 25,376.00</b>						

\*=Estimate



**Plattsburgh Police Department**  
45 Pine Street  
**Plattsburgh, New York**

518-563-3411  
518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

*Agenda 2/5/15*

January 26, 2015

Mayor James E. Calnon  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Gentlemen:

I respectfully request your approval to extend the contractual benefits for Officer Richard Tucker for another 12 weeks due to an on the job injury on May 27, 2014. His current 12 week period will expire on 01/29/15.

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls

Agenda 2/5/15

**Carlin, Beth**

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**From:** Joshua Kretser  
**Sent:** Friday, January 30, 2015 10:50 AM  
**To:** Calnon, James; Armstrong, Rachelle; Kelly, Michael; Dowdle, Dale; O'Connell, Paul; Kasper, Becky; Schneller, Dean; Carlin, Beth  
**Subject:** Proposed Resolution

Good morning,

Dean has proofed the resolution below; and it is ready to be placed on the agenda for our next meeting. If anyone has any questions, comments or concerns, then please let me know. Stay warm; and have a fabulous weekend :)

WHEREAS, on July 5, 2014, Governor Cuomo signed into law the New York Medical Marihuana Law; and

WHEREAS, the New York State Department of Health has established specific regulation under which businesses are licensed as Registered Organizations for medical marihuana cultivation, production and sale; and

WHEREAS, there is ample evidence that marihuana is beneficial to people suffering from the chronic and debilitating pain associated with cancer, AIDS and multiple sclerosis, and has also proven effective in alleviating nausea associated with chemotherapy, and muscle spasms from neurological disorders; and

WHEREAS, The American Nurses Association, American Academy of Family Physicians, Lymphoma Foundation of America, American Preventive Medical Association, American Public Health Association, Gray Panthers, and the New England Journal of Medicine have endorsed the medical use of marihuana; and

WHEREAS, A 2014 Quinnipiac University poll found that 88 percent of all New Yorkers think allowing medical marihuana at the recommendation of a doctor is a good idea – with strong support amongst all groups; and

WHEREAS, New York State Licensed Registered Organizations provide high skill and living wage jobs and operate under Labor Peace Agreements with labor unions; and

WHEREAS, Local innovators and entrepreneurs in the medical marihuana industry seek to drive local economic growth; and

WHEREAS, The City of Plattsburgh's commercial electricity rates provide a low cost opportunity for licensed Medical Marihuana cultivation in Controlled Environment Agriculture (CEA) nurseries; and

WHEREAS, the Common Council has a vested interest in ensuring that City of Plattsburgh residents have access to all viable medical options that could address symptoms associated with chronic, painful, or terminal diseases; and

Now Therefore, it is hereby RESOLVED: In accordance with the request therefore the Common Council supports New York Assembly Bill 6357 signed into law by Governor Andrew Cuomo on July 5, 2014; and it is further

RESOLVED that the City of Plattsburgh welcomes and encourages appropriately licensed, registered and regulated medical marihuana businesses, including cultivation, processing facilities and dispensaries; and it is further

RESOLVED that the City of Plattsburgh's current laws and codes do not prohibit medical marihuana businesses, including cultivation, processing facilities and dispensaries.

Joshua Kretser

City Councilor - Ward 6  
65 court street  
plattsburgh, ny 12901  
(646)-229-8986-mobile

Sent from my iPhone



**Plattsburgh Police Department**

45 Pine Street

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

**February 2, 2015**

**Mayor James E. Calnon  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901**

**Ladies and Gentlemen:**

**I respectfully request your approval for a Police Officer to travel to Albany NY for "New York State Division of Criminal Justice Services Law Enforcement Peer Training", from 02/22/15 to 02/27/15. The total cost should not exceed \$927.00 and will be expensed from the Asset Forfeiture fund. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.**

**Respectfully,**

**Chief Desmond J. Racicot  
Plattsburgh Police Department**

**DJR/hls**



# Plattsburgh, New York

Richard A. Marks  
City Chamberlain

Department of Finance  
6 Miller Street  
Plattsburgh, NY 12901  
518-563-7704 TEL  
518-563-1714 FAX

DATE: February 3, 2015  
MEMO TO: Mayor Calnon  
FROM: Richard Marks  
RE: Recreation – Budget Adjustment

It is being requested to adjust amounts for the 2015 Budget as follows:

Increase: Appropriation: Recreation Contract Services	1-7020000-4430	\$3,145.00
Increase: Estimated Revenue: General Fund Special Items	0-0001330-3086	\$3,145.00

This request provides for an increase in the 2015 Recreation Contract Services budget needed to cover \$3,145.00 of unbudgeted appropriations for feasibility level services for river improvements for the Saranac River in Plattsburgh. The corresponding offset for this adjustment will be an increase in estimated revenue for \$3,145.00, in General Fund Special Items, as these costs are reimbursable under a state grant. The 2015 General Fund Budget for total revenues and appropriations will increase by the same amount requiring no additional appropriation of fund balance.

Thank you for your attention to this request.

Cc: Steve Peters  
Carole Garcia

## Invoice #1

To: Mr. Steve Peters  
Superintendent of Recreation  
City of Plattsburgh  
Plattsburgh, NY 12901

Date: November 5, 2014

Feasibility level services for river improvements for the Saranac River in  
Plattsburgh, New York per agreement dated September 15, 2014.

<u>Work Item</u>	<u>Total Fee</u>	<u>% Complete</u>	<u>Amount Due</u>
1. Site Inspection.	\$2,200.00	100%	\$2,200.00
2. Email summary.	\$145.00	100%	\$145.00

Expenses	\$800.00
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<b>Total Due</b>	<b>\$3,145.00</b>
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Please make check payable to:  
Recreation Engineering and Planning  
485 Arapahoe Ave.  
Boulder, CO 80302





# Plattsburgh, New York

James E. Calnon, Mayor

41 City Hall Place  
Plattsburgh, NY 12901  
518 563-7701  
518 561-7367 fax  
mayor@cityofplattsburgh-ny.gov

February 6, 2015

WHEREAS, The City of Plattsburgh is committed to securing funding to continue work on improving the housing stock in the City;

WHEREAS, the City of Plattsburgh is committed to identifying funding and programs to help City of Plattsburgh homeowners make critical home improvements;

WHEREAS, funds are available to support this type of activity through New York State Homes and Renewal's Affordable Home Renewal Program 2014-2015 Home Improvement Projects;

WHEREAS, the City of Plattsburgh is aware of the waiving of up to \$2,500 permit fees and the administrative time committed by the Director of Community Development and agrees to provide the oversight to execute the grant according to the timeline outlined in the application;

THEREFORE BE IT RESOLVED, the Mayor is hereby authorized and directed to accept funds from, enter into, and execute a project agreement with the State for such financial assistance for the City of Plattsburgh.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

On Roll call: Councilors Armstrong, Kelly, Dowdle, O'Connell, Kasper, Kretser

Absent:

## CERTIFIED A TRUE COPY

I, Sylvia Parrotte, City Clerk of the City of Plattsburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the City of Plattsburgh Common Council held on February 5, 2014, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

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Sylvia Parrotte, City Clerk